

**Fire, Marine and Inland Marine Insurance  
Policy Form Review Standards  
(May2007)**

**I. M.G.L. Ch. 175, § 54F: Coverage for commercial property, goods in storage or transit and other merchandise or equipment in connection with fire insurance policies**

**Commercial Property Coverage**

\_\_\_\_\_ Insurance coverages for loss or damage by perils other than the peril of fire may be written only when insurance against the peril of fire is written in the same policy and on forms that have been submitted to and approved by the Commissioner.

**II. M.G.L. Ch. 175, §§ 76, 81. Mutual Fire companies; members, premiums; disclosure of contingent liability policy**

Is the company assuming insurance risk a mutual company?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**If yes, please review and complete the following:**

Every person insured by a mutual fire company shall be a member while his policy is in force, entitled to 1 vote for each policy he holds, and shall be notified of the time and place of holding its meetings by a written notice or by an imprint, in type not smaller than long primer, upon the filing-back of each policy, receipt or certificate of renewal, as follows:

The assured is hereby notified that by virtue of this policy he is a member of the Insurance Company, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual meetings are held at its home office on the \_\_\_\_day of \_\_\_\_ in each year, at \_\_\_\_ o'clock.

The blanks shall be duly filled in print, and shall be a sufficient notice.

Mutual fire companies shall fix the contingent mutual liability of its members for the payment of losses and expenses and state the total amount of the liability of the policyholder, plainly and legibly, on the filing-back of each policy.

\_\_\_\_\_ We hereby certify that the submitted form(s) is in compliance with the requirements listed above.

### **III. M.G.L. Ch. 175, § 98. Application for insurance and preliminary contracts**

Every applicant for insurance against loss or damage to a building by fire shall complete a form to be prescribed by the Commissioner.

#### **Application Requirements**

\_\_\_\_\_The application form may vary according to the type of coverage sought. It shall require from the applicant sufficient information relative to the insured property to determine the actual cash value and the actual ownership of the property. The application form shall be completed prior to the initial issuance of a policy, upon an addition or modification of the policy with respect to the named insured or mortgagee, or when the coverage under the terms of the policy is increased by more than 25 %. The application shall, insofar as it materially relates to the obligations stated in the contract, be considered a part of the contract.

The by-laws of the company shall not be considered as a warranty or a part of the contract except so far as they are incorporated in full in the policy as provided in the 9<sup>th</sup> clause of section 99.

#### **Non-Applicability**

This section shall not apply to owner occupied dwellings of four units or less, to buildings owned and insured by the Commonwealth or its political subdivisions, to highly protected risks, to non-income producing seasonal dwellings, or to builders risk policies.

For the purpose of this section the words "highly protected risk" shall mean a fire resistive building which meets the highest standards of fire safety according to insurance company underwriting requirements, and "builders risk policies" shall mean policies which insure against loss to buildings in the course of construction.

#### **Binders**

Nothing in this section shall prohibit the issuance of a written memorandum of a preliminary contract of insurance, for a period no longer than 30 days, pending the approval of the application form, for the issuance of such a policy.

### **IV. M.G.L. Ch. 175, § 99: Fire policy/standard form**

No company shall issue policies or contracts which insure against loss or damage by fire or by fire and lightning to property or interests in Massachusetts other than those of the standard forms herein set forth, except as provided in section 22A and in section 102A, and except as follows:

#### **Contents of Policies and Forms**

\_\_\_\_\_a. A company may print on or in its policies its name, location, date of incorporation, plan of operation, whether stock or mutual, and, if the former, the amount of its paid-up capital stock.

\_\_\_\_\_b. A corporation organized under a special act of the legislature of any state may so indicate upon its policy and may add a statement of the plan under which it operates in this state.

\_\_\_\_\_c. A company may also print on or in its policies the names of its officers and agents, the number and date of the policy.

\_\_\_\_\_d. A company may also indicate on the face of its policies or elsewhere the perils insured against in the policy or in any actual or contemplated endorsements thereto or both, and may show the location and description of the property or interest covered, the amount, rate and premium applicable to the hazards insured and an abstract of other pertinent policy or endorsement provisions.

\_\_\_\_\_e. A mutual company shall fix the contingent mutual liability of its members for the payment of losses and expenses not provided for by its cash funds and shall print on the filing-back of its policies the notice required by s. 76, the endorsement required by s. 80 and the statement required by MGL c. 175, s. 81.

\_\_\_\_\_f. A company may print or use in its policies printed forms of description and specification of the property or interest covered.

\_\_\_\_\_g. If policies are underwritten by a group, association or syndicate of companies, the names and principal places of business of said companies and the proportionate share of participation of each company may be stated at a place in the policy other than that indicated in the standard form for stating the name and principal place of business of the company.

\_\_\_\_\_h. A domestic company may print in its policies any provisions which it is authorized or required by law to insert therein; and any foreign company may, with the approval of the Commissioner, so print any provision required by its charter or deed of settlement, or by the laws of its own state or country not contrary to the laws of this Commonwealth; but the Commissioner shall require any provision which in his opinion modifies the contract of insurance in such way as to affect the question of loss to be appended to the policy by a slip or rider as hereinafter provided.

\_\_\_\_\_i. The blanks in the standard form may be filled in print or writing.

\_\_\_\_\_j. A company may print upon policies issued in compliance with this section the words "Massachusetts Standard Policy".

\_\_\_\_\_k. There shall be printed or stamped on the filing-back of every policy, in clear type not smaller than long primer, the words "In case of fire notify the company or its local agent at once in writing".

\_\_\_\_\_l. The teste clause and the signature of the properly designated officers of the company may be placed at the end of the policy instead of in the position indicated by the standard form.

\_\_\_\_\_m. A company may write upon the margin or across the face of a policy, or write, or print in type not smaller than 10 point, 2 points leaded, upon separate slips or riders to be attached thereto, provisions adding to or modifying those contained in the standard form, and all such slips, riders and provisions shall be signed by the officers or agents of the company so using them. Nothing herein contained shall authorize any addition to or modification of any of the provisions of said standard form relative to the rights of a mortgagee, a cancellation of the policy, a reference of the amount of a loss to 3 referees or the limitation of actions or suits.

\_\_\_\_\_n. A reciprocal or inter-insurance exchange may with the written approval of the Commissioner add to or modify the said standard form with respect to any provisions required by the plan of reciprocal insurance or inter-insurance.

\_\_\_\_\_o. The standard form of policy shall be plainly printed and all portions of the policy shall be in type of at least 10 point, 1 point leaded in size, and shall be substantively as follows:

### **Text of Standard Form of Policy**

\_\_\_\_\_(Corporate name of the company; its principal place or places of business.)

\_\_\_\_\_In consideration of the provisions and stipulations herein or added hereto and of dollars premium this company, for the term of from the day of (month), 2000 to the day of (month), 2000 at one (1) minute past twelve (12) o'clock ante-meridian, standard time, at location of property involved, to an amount not exceeding dollars, does insure and legal representatives, to the extent of the actual cash value of the property at the time of loss, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all loss by fire, lightning and by removal from premises endangered by the perils insured against in this policy, except as hereinafter provided, to the property described hereinafter while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

\_\_\_\_\_Assignment of this policy shall not be valid except with the written consent of this company.

\_\_\_\_\_This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

\_\_\_\_\_In witness whereof, this company has executed and attested these presents.

\_\_\_\_\_This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

\_\_\_\_\_This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

\_\_\_\_\_This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in the neighboring premises; (j) nor shall this company be liable for loss by theft.

\_\_\_\_\_Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

\_\_\_\_\_Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while the described premises, whether intended for occupancy by owner or tenant, are vacant or unoccupied beyond a period of sixty consecutive days for residential premises of three units or less and thirty consecutive days for all other premises; or (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

\_\_\_\_\_Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

\_\_\_\_\_The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided

for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

\_\_\_\_\_ No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

\_\_\_\_\_ This policy shall be cancelled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this company by giving to the insured a five days written notice of cancellation, and to the mortgagee to whom this policy is payable twenty days written notice of cancellation except where the stated reason for cancellation is nonpayment of premium where, in such instance, this policy may be cancelled at any time by this company by giving to the insured a ten days written notice of cancellation, and the mortgagee a twenty (20) days written notice of cancellation, with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded on demand and shall state or be accompanied by a statement of the specific reason or reasons for such cancellation. After this policy has been in effect for sixty (60) days, or after sixty days from any anniversary date, no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following:

\_\_\_\_\_ (1) nonpayment of premium;

\_\_\_\_\_ (2) conviction of a crime arising out of acts increasing the hazard insured against;

\_\_\_\_\_ (3) discovery of fraud or material misrepresentation by the insured in obtaining the policy;

\_\_\_\_\_ (4) discovery of willful or reckless acts or omissions by the insured increasing the hazard insured against;

\_\_\_\_\_ (5) physical changes in the property insured which result in the property becoming uninsurable; or

\_\_\_\_\_ (6) a determination by the Commissioner that continuation of the policy would violate or place the insurer in violation of the law. Where the stated reason is nonpayment of premium, the insured may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.

\_\_\_\_\_Notwithstanding any other provisions of this policy, if this policy shall be made payable to a mortgagee of the covered real estate, no act or default of any person other than such mortgagee or his agent or those claiming under him, whether the same occurs before or during the term of this policy, shall render this policy void as to such mortgagee nor affect such mortgagee's right to recover in case of loss on such real estate: provided, that the mortgagee shall on demand pay according to the established scale of rate for any increase of risk not paid for by the insured; and whenever this company shall be liable to a mortgagee for any sum for loss under this policy for which no liability exists as to the mortgagor, or owner, and this company shall elect by itself, or with others, to pay the mortgagee the full amount secured by such mortgage, then the mortgagee shall assign and transfer to the company interested, upon such payment, the said mortgage together with the note and debt thereby secured.

\_\_\_\_\_This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved.

\_\_\_\_\_The insured shall give immediate written notice to this company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed and damaged property, showing in detail the quantity, description, actual cash value and amount of loss claimed; and the insured shall forthwith render to this company a signed, sworn statement in proof of loss which sets forth to the best knowledge and belief of the insured the following: the time and cause of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupancy, location, possession or exposures of said property, since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and detailed estimates for repair of the damage. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

\_\_\_\_\_In case of any loss or damage, the company, within thirty days after the insured shall have submitted a statement, as provided in the preceding clause, shall either pay the amount for which it shall be liable, which amount if not agreed upon, shall be ascertained by award of referees as hereinafter provided, or

replace the property with other of the same kind and goodness; or it may, within fifteen days after such statement is submitted, notify the insured of its intention to rebuild or repair the premises, or any portion thereof separately covered by this policy, and shall thereupon enter upon said premises and proceed to rebuild or repair the same with reasonable expedition. It is moreover understood that there can be no abandonment of the property described to the company, and that the company shall not in any case be liable for more than the sum insured, with interest thereon from the time when the loss shall become payable, as above provided. The company shall be liable for the payment of interest to the insured at a rate of one per cent over the prime interest rate on the agreed figure commencing thirty days after the date an executed proof of loss for such figure is received by the company, said interest to continue so long as the claim remains unpaid.

\_\_\_\_\_ In case of loss under this policy and a failure of the parties to agree as to the amount of loss, it is mutually agreed that the amount of such loss shall be referred to three disinterested men, the company and the insured each choosing one out of three persons to be named by the other, and the third being selected by the two so chosen; and the award in writing by a majority of the referees shall be conclusive and final upon the parties as to the amount of loss or damage, and such reference, unless waived by the parties, shall be a condition precedent to any right of action in law or equity to recover for such loss; but no person shall be chosen or act as a referee, against the objection of either party, who has acted in a like capacity within four months.

\_\_\_\_\_ No suit or action against this company for the recovery of any claim by virtue of this policy shall be sustained in any court of law or equity in this Commonwealth unless commenced within two years from the time the loss occurred; provided, however, that if, within said two years, in accordance with the provisions of the preceding paragraph, the amount of the loss shall have been referred to arbitration after failure of the parties to agree thereon, the limitation of time for bringing such suit or action shall in no event be less than ninety days after a valid award has been made upon such reference or after such reference or award has been expressly waived by the parties. If suit or action upon this policy is enjoined or abated, suit or action may be commenced at any time within one year after the dissolution of such injunction, or the abatement of such suit or action, to the same extent as would be possible if there was no limitation of time provided herein for the bringing of such suit or action.

\_\_\_\_\_ This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefore is made by this company.

### **Change to Loss Settlement Clause**

\_\_\_\_\_ Notwithstanding any other provision of this chapter, the Commissioner may approve for use in the Commonwealth a provision, which changes the loss



settlement clauses of the standard policy, which requires coverage to the extent of actual cash value. Such changes must provide a reasonable, clearly specified coverage definition, and may be equivalent to, greater than or less than actual cash value.

### **Additional Mandatory Policy Language**

#### **A company shall print on or in all its policies, that:**

\_\_\_\_\_Notwithstanding any provision to the contrary of any general or special law, said company shall, before paying any claim for loss or damage to real property, other than owner-occupied 1, 2, 3, or 4 family dwellings, from any hazard, where the amount of the loss payable under the policy equals or exceeds \$5,000, first require the claimant to submit to the company a certificate of municipal liens from the collector of taxes of the city or town wherein such property is located.

\_\_\_\_\_Said company shall pay to the city or town any amounts shown on the certificate of municipal liens as outstanding on the date of loss and upon which interest is accruing as of the said date of loss, arising from the provisions of MGL chapters 40, 59, 60, 80, 83 and MGL c. 164, section 58B to 58F, inclusive, to the extent of the amount of loss payable under the policy and a copy of said transaction shall be sent to the insured and mortgagees named on the policy.

\_\_\_\_\_The claim of the city or town for such amounts shall have priority over the claim of any insured owner, mortgagee, assignee or other interested party except where otherwise provided by the laws of the United States.

\_\_\_\_\_Said company shall not be liable to any insured owner, mortgagee, assignee, city or town, or other interested party for amounts disbursed to a city or town or for amounts not disbursed to said city or town based upon a certificate indicating the nonexistence of any municipal liens.

\_\_\_\_\_The insurer shall not pay any claim (1) covering any loss, damage, or destruction to a building or other structure, amounting to \$1,000 or more, or (2) covering any loss, damage or destruction of any amount, which causes the condition of a building or other structure to render MGL c. 143, s. 6 applicable, without having at least 10 days previously, given written notice to the building Commissioner or inspector of buildings appointed pursuant to the state building code, and to the board of health or the board of selectmen of the city or town in which the same is located. If at any time prior to payment the said city or town notifies the insurer by certified mail of its intent to initiate proceedings designed to perfect a lien pursuant to section 3A, or to MGL c. 143, s. 9, or MGL c. 111, s. 127B, the said payment shall not be made while the said proceedings are pending; provided, however, that said proceedings are initiated within 30 days of receipt of such notification.

\_\_\_\_\_Any lien perfected pursuant to section 3A, or to MGL c. 143, s. 9, or MGL c. 111, s. 127B, shall extend to and may be enforced by the city or town against any casualty insurance policy or policies covering any loss, damage, or destruction pursuant to which the proceedings to perfect the lien were initiated. No insurer shall be liable to any insured owner, mortgagee, assignee, city or town, or other interested party for amounts disbursed to a city or town, or for amounts not disbursed to a city or town under the provisions of this section.

### **Relocation Benefits**

\_\_\_\_\_Every policy which insures multi-unit residential property against loss or damage by fire shall provide additional benefits, by endorsement attached to the policy, up to a limit of \$750, without deductible, for each rental unit to cover the actual costs of relocation of any tenant or lawful occupant displaced by fire or by damage resulting from fire. Benefits under this clause shall be paid by the insurer to the tenant or lawful occupant after taking into account benefits available under any other policy. The terms and conditions of such clause shall be approved or prescribed by the Commissioner. The landlord or lessor of the property shall notify each tenant or lawful occupant in writing of the benefits payable under this clause at the beginning of the lease or tenancy period. A waiver of this provision in any lease or other rental agreement shall be void and unenforceable. The Commissioner may exempt from the provisions of this clause residence halls and dormitories operated by institutions of public higher education; provided, however, that the institution assumes responsibility for the relocation of any tenant displaced by fire or by damage resulting from fire.

### **Elimination / Reduction in Coverage**

\_\_\_\_\_In the event a company or filing or rating organization eliminates or reduces coverages, conditions or definitions in such policies issued under this section, the company must attach to each of such policy a printed notice setting forth what coverages, conditions or definitions have been eliminated or reduced. If explanations of such reduced or eliminated coverages are not contained in such a printed notice attached to such policy, then such coverages, conditions or definitions shall remain in full force and effect without such reductions or eliminations.

## **V. M.G.L. Ch. 175, § 99A: Fire policy; damage caused by nuclear reaction or contamination**

\_\_\_\_\_Insurers issuing the standard policy pursuant to section 99 are authorized to attach or include therein a written statement that the policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, whether directly or indirectly resulting from an insured peril under the policy.

\_\_\_\_\_ This section should not be construed to prohibit the attachment to any fire policy an endorsement or endorsements specifically assuming coverage for loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination. However, subject to the foregoing and all provisions of the policy, direct loss by fire resulting from nuclear reaction, or nuclear radiation or radioactive contamination is insured against by such policy.

## **VI. M.G.L. Ch. 175, § 99B: Property insurance for business, professional or governmental operation**

The Commissioner may approve any form of policy for property insurance which is issued to insure a business, professional or governmental operation, and which does not correspond to the standard fire insurance policy as set forth in section 99.

### **Comparison to Standard Fire Policy**

\_\_\_\_\_ Policy forms approved under this section need not correspond to the standard fire insurance policy set forth in section ninety-nine, but shall, except for the loss settlement provisions of any such approved policy, assure to the policyholders and claimants protection no less favorable than such policyholders would be entitled to under section 99 and shall otherwise conform to the substantive requirements of that section.

\_\_\_\_\_ The protection offered may be no less favorable than they would be entitled to under section 99.

### **Requirements for Approval**

The Commissioner shall approve any form of policy of homeowners multi-peril insurance which is filed by a licensed rating organization (or independently by any company licensed to write such insurance under authority of subclause (g) of section 51, clause (g) of section 54 or 54E) to insure an owner-occupied condominium unit or dwelling structure of 4 or fewer units, or a tenant in such a condominium or dwelling structure and that:

### **Requirements for Form of Policy**

\_\_\_\_\_ (a) contains a loss settlement clause which provides coverage for property loss to the extent of the actual cash value of the damage to the insured unit or structure; or

\_\_\_\_\_ (b) contains a loss settlement clause which provides coverage for property loss on the basis of like-kind-and-quality replacement cost; or

\_\_\_\_\_ (c) contains, in accordance with clause Twelfth A (12<sup>th</sup> A) of section 99:

\_\_\_\_\_ (1) a loss settlement clause which provides functional replacement or repair cost coverage;

\_\_\_\_\_ (2) which otherwise limits an insurer's liability for property loss to the tax assessment value of the insured unit or structure; or

\_\_\_\_\_ (3) which otherwise requires actual cash value loss settlement calculations to be based upon the fair market value of the insured unit or structure, net of land value, without consideration of replacement cost less accrued depreciation due to physical deterioration and functional and economic obsolescence; provided, however, such policy forms shall not be issued or renewed when the market value of the unit or structure proposed to be insured is less than the total amount of mortgage liens outstanding upon such unit or structure at the time of policy issuance or renewal.

The Commissioner shall compose and require, as a condition of approval of any alternative loss settlement clause pursuant to clause (c), appropriate consumer disclosure forms to be used by companies issuing such policy forms in the Commonwealth.

## **VII. M.G.L. Ch. 175, § 102A: Combination policies / contents**

\_\_\_\_\_ Such policy shall be executed by the duly authorized officers of each company, subject to the provisions of section thirty-three in the case of a domestic company.

### **Standard Language Required**

\_\_\_\_\_ 1. A provision plainly specifying the percentage of any loss or claim for which each such company shall be liable.

\_\_\_\_\_ 2. A provision that the sworn statement required by said standard form, the written request by the insured for a reference under section 100 or the notice of any claim authorized by section 102 may be rendered, made or given to any 1 of such companies or, in the case of said notice, to the agent of any 1 of such companies, and that such statement, request or notice so rendered, made or given shall be valid and binding as to all of such companies.

\_\_\_\_\_ 3. A provision that, in any action or suit under the policy, service of process may be made on any 1 of such companies and that such service shall be deemed valid and binding service upon all of such companies.

\_\_\_\_\_ 4. A provision, in the case of a policy issued by mutual companies, that the contingent mutual liability of the insured to each such company shall be based on such proportion of the total premium as the amount insured by each such company bears to the total amount insured under the policy.

\_\_\_\_\_ 5. A provision that upon cancellation by any company of its liability under the policy the return premium, if any, to be paid or tendered to the insured shall be based on such proportion of the total premium stated in the policy as the amount

insured by the canceling company bears to the total amount insured under the policy.

\_\_\_\_\_6. The said provisions shall be printed in or on the policy under the caption:--*Provisions Specially Applicable to this Combination Policy*" or such other distinctive caption as the Commissioner may prescribe.

\_\_\_\_\_Combination policies shall be subject to the 1<sup>st</sup> to 6<sup>th</sup>, inclusive, and 9<sup>th</sup> clauses, of said section 99, except as otherwise provided herein and except that there may be printed on or in said policies or on the filing-back thereof such device or devices and such distinctive title of the policy as the Commissioner may approve, together with the names, locations, dates of incorporation, plan of operation, the amounts of the paid-up capital stock in case of stock companies, and the names of the officers and agents of each such company.

#### **VIII. M.G.L. Ch. 175, § 193P: Fire insurance policies; non-renewal notice provision**

\_\_\_\_\_Except as otherwise specifically provided in this chapter, no policy providing protection against loss by reason of fire to a dwelling or contents thereof shall be issued unless it contains a provision that the insurer will give written notice of its intent not to renew or reissue a policy to the insured at least 45 days prior to the expiration of the policy which notice shall state or be accompanied by a writing stating the specific reasons for such decision.

#### **L. Chapter 175: Section 117A. Marine and automobile and sprinkler leakage insurance**

##### **Who May Issue**

\_\_\_\_\_Two (2) or more stock or 2 or more mutual fire companies authorized to transact business under the 2<sup>nd</sup> clause of section 47 or under the 8<sup>th</sup> clause thereof (fire / sprinkler) may issue a single policy of insurance against loss or damage caused by any or all of the hazards specified in said 2<sup>nd</sup> clause or in said 8<sup>th</sup> clause, as the case may be, on property or interests in the Commonwealth on which each company shall be severally liable for a specified percentage of any loss or claim.

##### **Execution of Policy**

\_\_\_\_\_Such policy shall be executed by the duly authorized officers of each company subject to the provisions of section 33 in the case of a domestic company.

##### **Prerequisites for Issuance of Policy**

**No such policy shall be issued or delivered:**

- a. until a copy of the form thereof has been on file for 30 days with the Commissioner, unless before the expiration of said 30 days she shall approve the form of the policy in writing;
- b. if the Commissioner notifies the company in writing within 30 days that in her opinion the form of the policy does not comply with the laws of the Commonwealth, specifying her reasons therefor;
- \_\_\_\_\_ c. unless it is headed by the corporate name of each company;
- \_\_\_\_\_ d. unless it contains in substance the provisions numbered (1), (3), (4) and (5) in section 102A and a provision that any notice, sworn statement or proof of loss, which may be required by the provisions of said policy may be rendered, made or given to any one of such companies or to a duly authorized agent of any one of such companies, and that such notice, sworn statement or proof of loss so rendered, made or given shall be valid and binding as to all of such companies.

### **Applicability of Other Sections**

The provisions of sections 76, 80, 81, 83 and 98 applicable to policies issued by mutual fire companies, persons insured under such policies and dividends and assessments thereunder shall apply to each policy issued under this section by mutual companies, to persons insured thereunder and to dividends and assessments thereunder, except as hereinafter provided.

The notice, endorsement and statement required by said sections 76, 80 and 81, respectively, shall be in such form and in such place on the policy as the Commissioner shall prescribe.

### **M. Chapter 175: Section 192. Riders and endorsements; Commissioner's approval**

#### **Filing and Approval Of Riders and Endorsements**

\_\_\_\_\_ All provisions of law relative to the filing of policy forms with, and the approval of such forms by, the Commissioner shall also apply to all forms of riders, endorsements and applications designed to be attached to such policy forms and when so attached to constitute a part of the contract.

\_\_\_\_\_ The filing and approval provisions shall also apply to all forms of riders or endorsements, designed to be attached to motor vehicle liability policies as defined in MGL c. 90, s. 34A, providing for additional coverage permitted by section 111C.

#### **Exceptions**

Riders or endorsements used under the 9<sup>th</sup> clause of section 99 in connection with policies of fire insurance issued under section 102A, may be used, so far as consistent with law, without such approval.

## **N. Additional Filing Provisions:**

### **Unfair and Deceptive Trade Practices:**

\_\_\_\_\_ Any filing not in compliance with the above referenced requirements may be deemed to be in violation of the provisions of Chapter 176D of the Massachusetts General Laws. We hereby certify that the provisions set forth in this filing do not entail any intentional unfair and deceptive trade practices. Furthermore, we understand that we are subject to the penalties associated with practices that are in clear violation of this statute.

### **Dog/Animal Bite Exclusions:**

\_\_\_\_\_ The Division does not allow companies to use a blanket dog bite exclusion in a homeowners' multi peril policy. Dog bite exclusions are allowed only as to certain breeds and/or dogs with a prior history of biting. The company should specify in the endorsement the breeds they deem aggressive. If a company is seeking to exclude a particular dog, not within an aggressive breed, it must specify and address, in the endorsement, the facts that support their assessment. All such endorsements are subject to review and approval by the Division.

### **Guaranteed Replacement Cost**

\_\_\_\_\_ Homeowners "guaranteed" replacement coverage on the dwelling may be capped at no less than 125% of the amount of insurance on the dwelling.

### **Mold Coverage**

\_\_\_\_\_ Personal Lines Policies must provide a \$10,000 base coverage and offer extended property coverage options of \$25,000 and \$50,000. Insurers must provide \$50,000 liability coverage and offer extended liability coverage of up to \$100,000, at the option of the insured.

\_\_\_\_\_ Commercial Policies must include coverage of at least \$15,000 for property claims arising from mold.

\_\_\_\_\_ Filers submitting policies, endorsements and revisions for mold property and liability coverage must include copies of the policyholder notice advising the policyholders of the respective changes and endorsements to their policies.

\_\_\_\_\_ We hereby certify that we have attached a copy of the policyholder notice and upon approval such notice will be forwarded to the policyholders.

